UNITED STATES DISTRICT COURT NORTHERN DISTRICT OF ILLINOIS

In the Matter of

TRIAL ATTORNEY?

EASTERN DIVISION

CHASE MANHATTAN MORTGAGE CORPORATION
-VS-

FERNANDO GRILLO, ET. AL

JUL X 9 2002

02C 5118

APPEARANCES ARE HEREBY FILED BY THE UNDERSIGNED AS ATTORNEY(S) FOR: CHASE MANHATTAN MORTGAGE CORPORATION F/K/A CHEMICAL RESIDENTIAL MORTGAGE CORPORATION SUCCESSOR BY MERGER TO MARGARETTEN & COMPANY, INC. (A) SIGNATURE SIGNATURE NAME ERIK E. BLUMBERG MARC D. ENGEL (1920) FIRM FISHER AND FISHER FISHER AND FISHER STREET ADDRESS STREET ADDRESS 120 N. LASALLE STREET, SUITE 2520 <u> 120 n. lasalle street, suite 2520</u> CITY/STATE/ZIP CITY/STATE/ZIP CHICAGO, IL 60602 CHICAGO, IL 60602 C > 1 FAX NUMBER FAX NUMBER TELEPHONE NUMBER TELEPHONE NUMBER 312-372-4784 312-372-4398 312-372-4784 312-372-4398 E-MAIL ADDRESS E-MAIL ADDRESS IDENTIFICATION NUMBER (SEE ITEM 4 ON REVERSE) IDENTIFICATION NUMBER (SEE ITEM 4 ON RÉVERSE) 6226628 6255891 MEMBER OF TRIAL BAR? MEMBER OF TRIAL BAR? YES. NO YES \Box K 南 TRIAL ATTORNEY? TRIAL ATTORNEY? SIGNATURE SIGNATURE NAME NAME THOMAS J. DONAHÚE KENNETH J. JOHNSON FISHER AND FISHER FISHER AND FISHER STREET ADDRESS STREET ADDRESS 120 N. LASALLE STREET, SUITE 2520 120 N. LASALLE STREET, SUITE 2520 CITY/STATE/ZIP CITY/STATE/ZIP CHICAGO, IL 60602 CHICAGO, IL 60602 TELEPHONE NUMBER FAX NUMBER TELEPHONE NUMBER PAX NUMBER 312-372-4784 312-372-4398 312-372-4784 312-<u>372-4398</u> E-MAIL ADDRESS E-MAIL ADDRESS IDENTIFICATION NUMBER (SEE ITEM 4 ON REVERSE) IDENTIFICATION NUMBER (SEE ITEM 4 ON REVERSE) 90785090 6201082 MEMBER OF TRIAL BAR? MEMBER OF TRIAL BAR? YEŚ NO 团 YES NO 囨

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UNITED STATES DISTRICT COURT NORTHERN DISTRICT OF ILLINOIS

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CHASE MANHATTAN MORTGAGE CORPORATION JUL 2 2 2002 02C 5118

FERNANDO GRILLO, ET. AL

Case Number:

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TRIAL ATTORNEY?

UNI D STATES DISTRICT COURT NORTHERN DISTRICT OF ILLINOIS

EASTERN DIVISION

In the Matter of

CHASE MANHATTAN MORTGAGE COPORATION

-VS-

FERNANDO GRILLO, ET. AL

JUL 2 2 2002"

02C 5118

JUDGE BUCKLO

APPEARANCES ARE HEREBY FILED BY THE UNDERSIGNED AS ATTORNEY A COSTRATE HUDGE BOBE CHASE MANHATTAN MORTGAGE CORPORATION F/K/A CHEMICAL RESIDENTIAL MORTGAGE CORPORATION BOBE

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VII. REQUESTED IN CHECK IF THIS IS A CLASS ACTION DEMAND \$ COMPLAINT: UNDER ER.C.P. 23 \$112,999.740	Check YES only if demanded in c JURY DEMAND:
VIII. REMARKS In response to I is not a refiling of a previou General Rule 2.21D(2) this case I is a refiling of case number	17117
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UNITED STATES DISTRICT COURT

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IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS

EASTERN DIVISION

02C 5118

JUDGE BUCKLO

Chase Manhattan Mortgage Corporation f/k/a Chemical Residential Mortgage Corporation successor by Merger to Margaretten & Company, Inc.

Plaintiff

VS.

Fernando Grillo a/k/a Fernando E. Grillo, Lola Grillo a/k/a Lola M. Grillo Defendant NO. MAGISTRATE JUDGE BOBRICK

This is an attempt to collect a debt and any information obtained will be used for that purpose.

COMPLAINT FOR FORECLOSURE

Now comes the Plaintiff, Chase Manhattan Mortgage Corporation f/k/a Chemical Residential Mortgage Corporation successor by Merger to Margaretten & Company, Inc., by its attorneys, FISHER AND FISHER, ATTORNEYS AT LAW, P.C., and, pursuant to Illinois Compiled Statutes, Chapter 735, Section 15, 15-1101 et seq., alleges the following:

- 1. Jurisdiction of this court is based upon diversity of citizenship. Plaintiff is a corporation incorporated under the laws of the STATE OF NEW JERSEY, having its principal place of business in the STATE OF OHIO. Defendant mortgagors are citizens of the STATE OF ILLINOIS. This matter in controversy, exclusive of interest and costs, exceeds the sum of \$75,000.00.
- 2. Plaintiff files this complaint to foreclose the mortgage hereinafter described, and joins the following persons as defendants:

Fernando Grillo a/k/a Fernando E. Grillo, an Illinois citizen - Lola Grillo a/k/a Lola M. Grillo, an Illinois citizen

- 3. Attached as Exhibit "A" is a copy of the note and Exhibit "B" is a copy of the mortgage.
 - 4. Information concerning mortgage:
 - (A) Nature of instrument: Mortgage

- (B) Date of Mortgage: January 11, 1993
- (C) Name of Mortgagor: Fernando Grillo a/k/a Fernando E. Grillo, Lola Grillo a/k/a Lola M. Grillo
 - (D) Name of Mortgagee: Margarettan & Company, Inc.
- (E) Date and place of recording: January 13, 1993, Cook County Recorder of Deeds Office
 - (F) Identification of recording: 93032795
 - (G) Interest subject to the mortgage: Fee Simple
- (H) Amount of original indebtedness including subsequent advances made under the mortgage: \$125,300.00
- (I) Legal description and the common address:

 Lot 2 in resubdivision of lot 4 in Koester and Zanders Grayland Park Addition to Irving Park
 being a Subdivision of lot 1 in Cook County Commissioner Partition of the South 1/2 of the
 Northeast 1/4 and the East 1/2 of the East 1/2 of the Northwest 1/4 (except the North 20
 acres thereof) in Section 21, Township 40 North, Range 13, East of the Third Principal
 Meridian, in Cook County, Illinois.

C/k/a 4851 West Grace, Chicago, IL 60641 Tax ID 13-21-219-004

- (J) Statement as to default now due:
 - Date of default: 4/02.
 - 2. Unpaid principal balance: \$112,999.40.
 - 3. Per diem interest accruing: \$28.64.
- (K) Name of present owners of the real estate: Fernando Grillo a/k/a Fernando E. Grillo
- (L) Names of other persons who are joined as defendants and whose interest in or lien on the mortgaged real estate is sought to be terminated:

NONE

(M) The following defendants, except those who have received a discharge of this debt in any chapter under the United States Bankruptcy Code, may be held personally liable for the deficiency, if any:

Fernando Grillo a/k/a Fernando E. Grillo, Lola Grillo a/k/a Lola M. Grillo

- (N) Capacity in which plaintiff brings this foreclosure: Plaintiff is the owner and legal holder of said note, mortgage and indebtedness.
 - (O) Facts in support of request for attorneys' fees and of costs and expenses.

Plaintiff has been required to retain counsel for litigation of this foreclosure and to incur substantial attorney fees, court costs, title insurance or abstract costs and other expenses which should be added to the balance secured by said mortgage, and which are a lien upon said real estate being foreclosed, as provided in said mortgage.

5. Pursuant to the Fair Debt Collection Practices Act, 15 U.S.C. 1692 et seq. (1977), Defendant(s) may dispute the validity of the debt or any portion thereof. If Defendant(s) do so in writing within thirty (30) days of receipt of this pleading, Counsel for Plaintiff will obtain and provide Defendant(s) with written verification thereof; otherwise, the debt will be assumed to be valid. Likewise, if requested within thirty days (30) days of receipt of this pleading, Counsel for Plaintiff will send Defendant(s) the name and address of the original creditor if different from above.

REQUEST FOR RELIEF

Plaintiff, Chase Manhattan Mortgage Corporation f/k/a Chemical Residential Mortgage Corporation successor by Merger to Margaretten & Company, Inc., requests:

- (i) A judgment to foreclose such mortgage providing for a sale by public auction
- (ii) An order granting a shortened redemption period, if authorized by law.
- (iii) A personal judgment for a deficiency, if authorized by law.
- (iv) An order granting possession.
- (v) An order placing the mortgagee in possession or appointing a receiver if and when sought.
- (vi) A judgment for attorneys' fees, costs and expenses including but not limited to payments for taxes, insurance, securing, inspections and other expenses of the plaintiff.
 - (vii) Enforcement of its assignment of rents derived from said real estate.

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(viii) Such other relief as equity may require, including, but not limited to, declaratory and injunctive relief.

Plaintiff

Chase Manhattan Mortgage Corporation f/k/a Chemical Residential Mortgage Corporation successor by Merger to Margaretten & Company, Inc.

One of Plaintiff's Attorneys

Elizabeth Kaplan Meyers, Renee Meltzer Kalman Michael S. Fisher, Kenneth J. Johnson, Erik E. Blumberg, Marc D. Engel, Ryan Krueger, Rhondalyn D. Primes Attorneys for Plaintiff FISHER AND FISHER ATTORNEYS AT LAW, P.C. 120 North LaSalle Street, Suite 2520 Chicago, IL 60602 (773) 854-8055 ARDC# 816108



60405325

NOTE

CHICAGO IF 80805 January 11まわ 1993 Date CHÍCAGO ΊL

4851 W GRACE

BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 125,300.00)

One Hundred Twenty- Five Thousand, Three Hundred and (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is and 00/100

MARGARETTEN & COMPANY, INC. a corporation organized and existing under the laws of

New Jarsey

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is extitled to receive payments under this Note is called the "Note Holder."

INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of

(9 AND 1/4) One-Quarter Per Centum Nine AND One-Quarter Per Centum

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the first day of each month beginning on 187 March 1993 I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on

, I still owe amounts under this Note, I will pay those amounts in full on that February 1ST 2023 date, which is called the "maturity date."

I will make my monthly payments at One Ronson Road, Iselin, New Jersey 08830 or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$

1,030.81)

One Thousand Thirty and 81/100 BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overduc Payments

If the Note Holder has not received the full amount of any monthly payment by the end of fifteen (15) calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.





Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

3. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WATVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or meiled within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

Воложа

FERNANDO E GRILLO-Borrower SOCIAL SECURITY NUMBER 350-54-2968

COLA PARLLO, HIS NEPE-Borrower SOCIAL SECURITY NUMBER 362-74-1237

-Sorrower

SOCIAL SECURITY NUMBER

-Sorrower

SOCIAL SECURITY NUMBER

[Sign Original Only]





93032795

his list wast was prepared by: SHALL BATH AVENUE OFFIAND PARK, ILMANIGAGE

60405326

THIS MORTCACK ("Society Instrument") is given on THE SOUTH PERMANDO E ORICLO,

Jenuary

lith.

1993

This Security Instrument is given to

which is organized and cousting

LOLL W GMILLO. . MIS WIFE

("Lender").

("Bornwer").

MARGARRITHM & GOMPARY, LNG.
swider the laws of the State of Rest Jerney . and whose address is
One Romann Road, Inclin. New Jerney 08830
Sections of the principal sum of

One Rundred Twenty- five Thousand, Three Rundred and 00/100 Dollars (U.S. 3 1.25, 300.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Nexa"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on Fabruary 1st, 2023. This Security Instrument secures to Lender: (s) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under Paragraph 7 to protect the security of this Security Instrument; and (e) the performance

of Borrower's coversusts and agreements under this Society Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Leader the following described property located in

County, Illinois:

LOT 2 IN RESUBDIVISION OF LOT 4 IN KOESTER AND ZANDERS GRAYLAND PARK ADDITION TO INVING PARK BEING A SUBDIVISION OF LOT 1 IN CODE COUNTY COMMISSIONER PARTITION OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 AND THE EAST 1/2 OF THE EAST 1/2 OF THE HORTHWEST 1/4 (EXCEPT THE HORTH 20 ACRES THEREOF) IN SECTION 21, TOWNSHIP 40 SORTE, RANGE 13 EAST OF THE TEIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT TAX NO. 13-21-219-004

L. BEET OF SELENDANIA

(1) 1777 / Thinking the neutrinium (1984) 2400 (1

COCK COUNTY RECURDER

which has the address of

H GRACE

CRICAGO, IL 50641

("Property Address");

TOGETHER WITH all the improvements now or beceafter erected on the property, and all easements, appurtenances. and features now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoins is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Burrower warrants

and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record THIS SECURITY INSTRUMENT combines uniform coverants for national use and non-uniform coverants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Bortower and Lender covenant and agree as follows:

). Payment of Principal and Internet; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

ILLINGS - SINGLE RANGEY -- FAMA/FILLM: UNIFIRM INSTRUMENT MAR-1305 Prope Log & (Bet. 9/71) WALLEY Dec. 7/97:

Form 3014 9790

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2. Entire for There and Businesses. Subject to applicable line or to a written waters by Lender. Horriwet will pay to Lander on the day abouthly payments are due under the Mote, and the Note is paid in full, a sum ("Funds") for (a) yearly town and auteroments which may arrain prierity over this Security Instrument as a lien on the Property: (b) yearly leasehold phyments or ground reals on the Property, if any; (a) yearly hazard or property insurance premiums; (d) yearly flood insurance presidents. If aret (c) yearly mortgage increases presidents, if any; and (f) any sums payable by Bornowet to Lender, in accordance with the provisions of Paragraph 8, in lies of the payment of mortgage insurance premiums. These items are called "Excress fisters." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escow account under the federal Real Estate Settlement Procedures Act of 1974 as acsorded from time to time, 12 U.S.C. § 260] et seq. ("RESPA"), unless another law that applies to the Funds sets a leaser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Excess function or otherwise in accordance with applicable law.

The Frinds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) on in any Federal Home Loan Bank, Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escape Rems, unless Lender pays Borrower interest on the Punds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable are requires interest to be paid, Lender shall not be required to pay Borrower any interest or cartilings on the Funds. Horrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Foods was made. The Funds are pledged as additional security for all sums secured by this Security

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the coxess Funds in accordance with the requirements of applicable law, if the amount of the Funds held by Lender at any time is not sufficient to pay the Escrive Items when due, Lender may so notify Borrower in writing, and, in such case Bortower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender, If, under Paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured

by this Security Instrument.

1. Application of Physician. Unless applicable law provides otherwise, all payments received by Lender under Paragraphs I and I shall be applied: Best, to any prepayment charges due under the Note; second, to amounts payable under Paragraph

2; third, to interest due, fourth, to principal due; and last, to any lat charges lue under the Note.

4. Charges, Lieux. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may stitule priority over this Security Instrument, and teasehold physicats or ground rents, if any. Borrower shall pay these obligations in the manner previded in Paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower thall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the

Borrower shall premptly discharge any lien which has priority over this Security Instrument unless Borrower. (a) agrees in writing to the payment of the obligation secured by the lien in a mainter acceptable to Lender; (b) contests in good faith the lieu by, or defends against enforcement of the lieu in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Bosrower a notice identifying the lien. Bosrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. House's or Property Interesce. Borrower shall keep the improvements now existing or hereafter erected on the Property Irisand against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding. for which Lender requires insurance, This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protest Leoder's rights in the Property in accordance with Paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and necessis. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt motice to the insurance carrier and

Lander, Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair to not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a ciaim, then Leader may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay turns second by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in Paragraphs 1 and 2 or change the amount of the payments. If under Paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Lour. Application; Leaseholds. Bosrower shall occupy, establish, and use the Property as Bosrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year

Property, the leasehold and the Re title shall not merge values Lender agrees to the merger to writing.

7. Printerious of Lander's Rights in the Property. If Borrower fails to perform the covenants and agreements commined in this Security Enteroment, or there is a legal proceeding that may significantly affect Lander's rights in the Property (such as a proceeding in bankrapty, probate, for condemnation or forfeiture or to enforce have or regulations), then Lender may do and pay for winness is necessary to project the value of the Property and Lender's rights in the Property. Lender's actions may be a property and Lender's rights in the Property. Lender's actions may be a property and Lender's rights in the Property Lender's actions may be a property and Lender's rights in the Property Lender's actions. gible approagn. See and ceaering on the Property to make separts. Although Lander may take action under this Paragraph

7, Louder doss not have to do so.

Any informats distingted by Lender under this Passgraph 7 shall become additional debt of Borrower secured by this Security histograms. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of distancement at the Note take and shall be payable, with interest, upon notice from Lender to Borrower requesting

In Message however. If Linder required mortuage insurance as a condition of making the loan secured by this Security Instrument. Environce shall pay the presents required to making the mortgage insurance in offect. If, for any reason, the mortgage insurance coverage required by Linder impies or collect to be in effect. Borrower shall pay the premiums required to obtain coverage indicates the premium required to the core of borrower of the mortgage insurance previously in effect, from an abstract mortgage insurance previously in effect, from an abstract mortgage insurance previously in effect, from an abstract mortgage insurance coverage is not readable. Borrower shall pay to Lender each mounts a sum equal to one-results of the yearly mortgage businesses premium being paid by Borrower when the insurance coverage lapsed or costed to be in effect. Lender will accept, me and stain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the paried that Lender sequires) provided by an insurar appeared by Lender again becomes available and is obtained. Borrower thail pay the promises required to maintain mortgage insurance to effect, or to provide a loss reserve, until the requirement

righ insurance ands in accordance with any written agreement between Borrower and Lander or applicable law.

er notice or the time of or prior to an importion specifying reasonable cause for the inspection.

condemnents or either taking of any part of the Property, or far conveyance in lieu of condemnation, are hereby assigned and shall be paid to Leader.

In the extra of a total taking of the Property, the proceeds shall be applied to the same secured by this Security Instrument, whether or not then due, with any occas paid to Borrowst. In the event of a partial taking of the Property in which the fair market waker of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Souriey Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the market value of the Property instruments the same secured immediately before the taking, divided by (b) the fair market value of the Property in which the fair marks, value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the processia shall be applied to the stone secured by this Security linerament whether or nor the sums are then due.

If the Property is shandoned by Borrows, or if, after notice by Leader to Borrower that the condemnor offers to make su award or settle a chain for thansage. Horrown fails to respond to Londer within 30 days after the date the nipsice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the

a accured by this Security instrument, whether or not then due.

Unless Londor and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the morthly payments referred to in Paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Reference, By Londor Not a Waiver. Extension of the time for payment or modification.

11. Bestern Not Believed; Forbearing by Lander Not a Waiver. Extended of the time for payment or modification of important of the space account by this Security Instrument granted by Lender to any successor in interest of Borrower shell not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender thall not be required to commission proceedings, against any successor in interest or refuse to extend time for payment or otherwise modify origation of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbestance by Lender in exercising any right or remoty shall not be a waiver of or proclude the distress of any right or remody.

12. Sucrements and Astigue Bound; Joint and Several Linbility; Co-Signers. The covenants and agreements of this Scouply Districtions shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of Penagraph 17. Borrower's coveriants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrusions but does not contain the News (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the series of this Socurity Instrument; (b) is not personally obligated to pay the seems socured by this Socurity Instrument; and (c) agrees that Londer and any other Borrower may agree to extend, modify, forbest or wishs any accommodations with regard to the arms of this Security Instrument or the Note without that Borrower's

is. If the kinn proped by this Security Instrument is subject to a law which sets maximum loan charges, 15. Law Char and that he is finally interpreted so that the interest or other loan charges collected or to be collected in connection with some many are in the parameter limits, then: (a) any such loss charge that he reduced by the amount necessary to reduce the charge in the parameter limits, then the parameter limits, and (b) any such loss charge that he reduced by the amount necessary to reduce the charge in the parameter limits and (b) any such a sheaty collected from Borrower which exceeded parameter limits will be refused in Borrower. Lander may choose so inside this refund by reducing the principal owed under the Note or by making a sheat payment by Borrower. If a refused reduces principal, the reduction will be treated as a partial prepayment without this requiremental charge under the Note.

14. Netters. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by neathing it by fing class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice in movement in it is fine Security Instrument shall be doesned to have been given to Borrower or Lender when given as presented in the paragraphs.

13. Coverning Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdict of in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not after that the initial provision of this Security Instrument or the Note which can be given effect without the conflicting provision. To this security Instrument and the Note are declared to be severable.

16. Borrowse's Copy. Borrower shall be liven interconformed copy of the Note and of this Security Instrument.

17. Therefore of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in the design of the Property or any interest in the design of the Property or any interest in the design of the Property or any anatural personal without Lander's perfor written consent, Lander may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federat law as of the design of this Security Instrument.

If Lander emptions this option, Lander shall give Borrower notice of acceleration. The notice shall provide a period of not loss that the period of the loss that the notice is delivered or mailed within which Borrower must pay all sums secured by this Security fostrument. If Borrower falls to pay these sums prior to the expiration of this period. Lender may invoke any

remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Berrower's Right to Rehestate. If Borrower meets certain conditions, Borrower thall have the right to have safercomput of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable last their specify. for ministanement) before sale of the Property pursuant to any power of sale contained in this Security Instrument. Those conditions are that Borrower, (a) pays Leader all same which then would be due under this Security Instrument and the Note as if no acceleration had occurred. (b) cases any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Jestrument, including, but not hintend to, reasonable attorneys' feet; and (d) takes such action as Leader may reasonable require to assure that the Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon teinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to remainted not apply in the case of acceleration under Paragraph 17.

13. Side of Note: Change of Lean Services. The Note or a partial interest in the Note (together with this Security Instrument) may be said one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Logic Services") that collects monthly psyments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Services unrelated to a sale of the Note. If there is a change of the Loan Services, Borrower will be given written notice of the change in accordance with Paragraph 14 above and applicable less. The notice will state the name and address of the new Loan Services and the address to which psyments should be made. The notice will also

contrile any other information required by applicable law.

Hannelous Substances. Borrower shall not cause or permit the presence, use, disposal, morage, or release of any Hannelous Substances on or in the Property. Borrower shall not do, not allow anyone else to do, anything affecting the Property that is inviolation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Bostower shall promptly give Lender written notice of any investigation, claim, demand, lawrait or other action by any governmental or regulatory agency or private party involving the Property and any Parardous Substance of Environmental Law of which Bostower has actual knowledge. If Bostower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary. Bostower shall premptly

tales all necessary remodial actions in accordance with Environmental Law.

As used in this Paragraph 20, "Hazardous Substances" are those substances defined as toxic or bazardous substances by Birironmental Law and the following substances: assoline, herosene, other flammable or used perfoleum products, toxic perfectles and herbicides, wotable solvents, materials containing asbentes or formaldehyde, and radioactive materials. As used in this Paragraph 30, "Environmental Law" mount federal laws and laws of the jurisdiction where the Property is located that religie to bealth, safety or environmental protection.

MON-UNIFORM COVENANTS. Borrower and Lender further covening and agree as follows:

- 21. Acceleration: Beneation. Lander shall give notice to Borrower prior to acceleration following florrower's breach of my parameter or agreement in this Security Instrument (but not prior to acceleration under Paragraph 17 sales applicable have provides otherwise). The notice shall specify: (a) the default; (b) the action required to care the default; (c) is date, not less thin 30 days from the date the notice is given to Borrower, by which the default must be ensed; and (d) that (o) we can the default on or before the date specified in the notice may result in acceleration of the same secured by this focusity Independent, foreclosure by judicial graceothing and sale of the Property. The notice shall further inform Borrower of the right to relative after acceleration and the right to married in the foreclosure proceeding the non-existence of a default or any other default of florrower to florrower to date specified in the notice. Leader at its apidous may require immediate payment in that of all same memors by this formity Lastranzati without further demand and may foreclose this focustry instrument by judicial proceeding. Leader shall be calified to collect all expenses formed in premising the remaining nearly of this Paragraph 21, including, but not Booked to, remanable attorneys' fore and come of the cybines.
- 22. Below. Upon payment of all sums secured by this Socurity Instrument, Lender shall release this Socurity Instrument without charge to Borrower, Benrower shall pay any recordation costs.
 - 23. Walvas of Homestad. Borrover waives all right of homestead elemption in the Property.

A CONTRACT OF THE PROPERTY OF	
A CONTRACTOR OF THE CONTRACTOR	
24. Bidges to this Security Instrument. If one or more riders are executed by Borrower at	d recorded together with this
Becurity Instrument, the covenants and agreements of each such rider shall be incorporate application the covenants and agreements of this Security Instrument as if the rider(s) were a pa	t of this Security Instrument
The fullowing Hiders are attached:	
1-4 Femily Rider	
BY SIGNING SIZEOW, Borrower accepts and agrees to the terms and covenants contains	d in this Security Instrument
and in any ridirity impressed by Borrower and recorded with it.	
A STATE OF THE STA	
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PERMINDO E PRILLO-BOFFOMET	COLUMN CONTRACTOR CONT
COLA M GRILLO, HIS WIFE-BOFFOR	re i
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